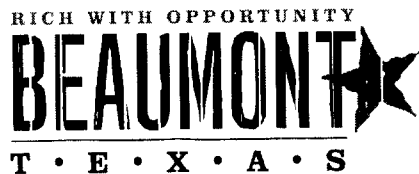




**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JULY 15, 2014 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – July 1, 2014
- * Confirmation of committee appointments
- A) Authorize the donation of property for the development of the Northwest Parkway Project
- B) Approve the renewal of an annual support agreement with Creative Switching Designs, Inc. for the ShoreTel phone systems used by city departments
- C) Approve the purchase of Self-Contained Breathing Apparatus from Municipal Emergency Services, Inc., of Houston for use by the Fire Department
- D) Authorize the City Manager to execute an Advance Funding Agreement Amendment No. 3 with the Texas Department of Transportation for the Hike & Bike Trail Phase II- Dowlen Road to Major Drive
- E) Approve the waiver of penalty and interest, according to Section 33.011(a)(2) of the Property Tax Code, for Douglas Memorial CME Church
- F) Authorize the City Manager to enter into a contract with TransUnion Risk and Alternative Data Solutions, Inc.
- G) Authorize the City Manager to amend a contract with Coburn Supply of Beaumont



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., City Engineer

MEETING DATE: July 15, 2014

REQUESTED ACTION: Council consider a resolution accepting the donation of property for the development of Northwest Parkway Project.

BACKGROUND

As part of the Northwest Parkway Project, approximately ten (10) parcels of land are being acquired. The owner of the property listed below, has agreed to donate their property to the City:

Parcel #8 2.196 acre situated in W. B. Dyches Survey, Abstract No. 17
Owner: Lake Beau, L.P.
Appraised Value: \$220,000.00

FUNDING SOURCE

None.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, Lake Beau, L.P., has agreed to donate 2.196 acres of land situated in the W. B. Dyches Survey, Abstract No. 17, as described in Exhibit "A" and shown on Exhibit "B," attached hereto, to the City of Beaumont for the Northwest Parkway Project and,

WHEREAS, the City Council has considered the donation of said tract of land and is of the opinion that the delivery and receipt of said tract is necessary and desirable and that same should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the donation of the above described property donated by Lake Beau, L.P., is hereby in all things accepted; and,

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute all documents necessary to accept said donation.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of July, 2014.

- Mayor Becky Ames -

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

GIFT DEED

That, LAKE BEAU, LP, a Texas limited partnership, of the County of Jefferson , State of Texas, hereinafter called GRANTOR GIVES, DONATES, GRANTS AND CONVEYS, as a gift, with no reversionary right or interest in and to the property retained, subject to the reservations and exceptions hereinafter made, and by these presents does GIVE, DONATE, GRANT AND CONVEY unto the CITY OF BEAUMONT, a municipal corporation, domiciled in Jefferson County, Texas, hereinafter called GRANTEE.

P. O. Box 3827, Beaumont, Texas 77704, and to its successors and assigns forever the property described in Exhibit "A", attached hereto and made a part hereof for all purposes.

GRANTOR does hereby except and reserve from this conveyance unto itself, its successors and assigns, forever, all of the oil, gas, and sulphur in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same.

This conveyance is expressly made subject to all zoning laws and to restrictions, covenants, conditions, easements and mineral and/or royalty reservations, if any, effecting the property. TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto and in any wise belonging, unto the said GRANTEE and GRANTEE'S successors and assigns, forever: and said GRANTOR binds themselves and their successors and assigns to warrant and forever defend all and singular the

EXHIBIT "A"

said premises unto the said GRANTEE and GRANTEE'S successors or assigns, against every person lawfully claiming or to claim all or any part of the property, subject to the provisions stated above, when the claim is by, through, or under GRANTOR but not otherwise.

EXECUTED this the _____ day of _____, 2014.

GRANTOR:

Lake Beau, LP, a Texas limited partnership

By: Lake Beau, Inc., a Texas corporation, General Partner

By: _____
Muhammad T. Aziz

Its: _____

By: _____
Qamar U. Arfeen

Its: _____

ACKNOWLEDGEMENT

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on this the _____ day of _____, 2014,
by MUHAMMAD T. AZIZ, _____ of Lake Beau, Inc., a Texas corporation on behalf
of said corporation, general partner on behalf of Lake Beau, LP, a Texas limited partnership.

Notary Public, State of Texas

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on this the _____ day of _____, 2014,
by QAMAR U. ARFEEN, _____ of Lake Beau, Inc., a Texas corporation on behalf of
said corporation, general partner on behalf of Lake Beau, LP, a Texas limited partnership.

Notary Public, State of Texas

RETURN TO: City of Beaumont
 c/o Antoinette Hardy
 P. O. Box 3827
 Beaumont, TX 77704

PROPERTY DESCRIPTION OF PARCEL 8

METES AND BOUNDS DESCRIPTION OF 2.196 ACRES OF LAND SITUATED IN AND A PART OF THE W.B. DYCHES, ABSTRACT NO. 17 JEFFERSON COUNTY, TEXAS

Being a 2.196 acre tract or parcel of land, a portion of that certain tract of land (called 28.787 acres) as conveyed by deed to Lake Beau, LP in Clerk's File No. 2005038617 of the Official Public Records of said County, part of the W.B. Dyches Survey, Abstract 17 of said County and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod with cap found marking the intersection of the South Right-of-Way line of Homsar Pointe Blvd., a public dedicated Right-of-Way with the East line of a private road easement conveyed in Clerk's File No. 2010014601 of the Official Public Records of said County, a point in the most northerly West line of said 28.787 acre tract of land;

THENCE North 02 deg. 50 min. 42 sec. West along and with the East line of said private road easement at a distance of 80.00 feet passing a rod with cap found marking the Northeast corner of said Homsar Pointe Blvd. and continuing a total distance of 104.92 feet to a ½" steel rod with cap marked Arceneaux & Gates set for the Northwest corner of the herein described tract of land:

THENCE North 87 deg. 10 min. 00 sec. East, a distance of 219.60 feet to a ½" steel rod with cap marked Arceneaux & Gates set for the beginning of a curve to the left:

THENCE along said curve with a radius of 2335.00 feet, a central angle of 12 deg. 26 min. 31 sec., a chord bearing of North 80 deg. 56 min. 44 sec. East, a chord length of 506.05 feet and an arc distance of 507.05 feet to a ½" steel rod with cap marked Arceneaux & Gates set in the East line of said 28.787 acre tract of land and the West line of that certain tract of land (called 4.417 acres) as conveyed by deed to Jefferson County Drainage District No. 6 in Clerk's File No. 2008000947 of the Official Public Records of said County and marking the Northeast corner of the herein described tract of land:

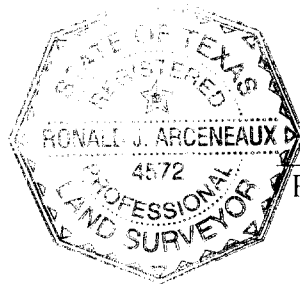
THENCE along and with the East line of said 28.787 acre tract of land and the West line of said 4.417 acre tract of land a curve with a radius of 1151.68 feet, a central angle of 06 deg. 29 min. 51 sec., a chord bearing of South 09 deg. 57 min. 34 sec. East, a chord length of 130.53 feet and an arc distance of 130.60 feet to a ½" steel rod with cap marked Arceneaux & Gates set for the Southeast corner of the herein described tract of land:

THENCE along a curve with a radius of 2465.00 feet, a central angle of 12 deg. 09 min. 39 sec., a chord bearing of South 81 deg. 05 min. 10 sec. West, a chord length of 522.20 feet and an arc distance of 523.18 feet to a ½" steel rod with cap marked Arceneaux & Gates set for point of tangency:

THENCE South 87 deg. 10 min. 00 sec. West, a distance of 219.57 feet to a ½" steel rod with cap marked Arceneaux & Gates set for the Southwest corner of the herein described tract of land:

THENCE North 02 deg. 50 min. 42 sec. West a distance of 25.08 feet to the **PLACE OF BEGINNING** of the herein described tract of land and containing 2.196 acres of land more or less.

Surveyed: December 2013

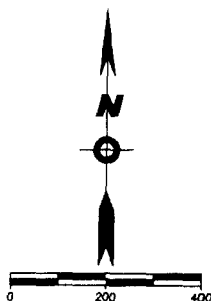


Ronald J. Arceneaux
Ronald J. Arceneaux, R.P.L.S. #4572

Notes:

Bearings, distances and coordinates referenced to the Texas State Plane Coordinate System,
South Central Zone, NAD 83

An Exhibit of even date is being submitted with and being made a part of this Metes and Bounds
Description.



REPLAT OF
STONELEIGH
16.016 Ac.
06/18/2010
CF#2010014601

LOT 2

LOT 1A

PRIVATE ROAD ESMT.
CF#2010014601

WATERLINE ESMT.
CF#2010042222

5' DRAINAGE ESMT.
CF#2008017064

HOMSAR POINTE BLVD.

POB

2.196 Ac.

L3

L4

L2

C1

C3

LATEX INVESTORS, LP
TO
DD#6.
4.417 AC.
01/10/2008
CF#2008000947

REMAINDER OF
HOMSAR PROPERTIES
TO
LAKE BEAU, LP
28.787 AC.
10/27/2005
CF#2005038617

LATEX INVESTORS, LP
TO
D.D.#6 TRACT 3
0.987 Ac.
11/05/2001
CF#2001040445

DELTA ROAD DEVELOPMENT
TO
TEXAS REALMS, LTD
4.862 AC.
07/30/2009
CF#2009028165

LATEX INVESTORS, LP
TO
D.D.#6 TRACT 2
2.772 Ac.
11/05/2001
CF#2001040445

LEGEND

- ▲ FOUND CORNER
- SET 1/2" STEEL ROD W/CAP
MARKED ARCENEUX & GATES

POC POINT OF COMMENCING

POB POINT OF BEGINNING

DATE OF SURVEY: DECEMBER 2013



ARCENEUX & GATES
Consulting Engineers, Inc.
Engineers Surveyors Planners

3601 Turtle Creek Drive, Suite 102
Port Arthur, Texas 77642
(409) 724-7888
A Burrow Global Company

TEXAS REGISTERED ENGINEERING FIRM F-30
TEXAS LICENSED SURVEYING FIRM 100142-00

PARCEL PLAT

PARCEL 8

NORTHWEST PARKWAY

BEAUMONT, JEFFERSON COUNTY, TX

PAGE

3
OF
4

DATE: DECEMBER 2013

SCALE: SHOWN

DRAWN: BJB

PROJ. No.: CAI-040

DESIGN:

CHECKED: RJA

EXHIBIT "B"

Parcel Line Table

Line #	Length	Direction
L1	104.92'	N02° 50' 42"E
L2	219.60'	N87° 10' 00"E
L3	219.57'	S87° 10' 00"W
L4	25.08'	N02° 50' 42"W

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	507.05'	2335.00'	12° 26' 31"	N80° 56' 44"E	506.05'
C2	130.60'	1151.68'	06° 29' 51"	S09° 57' 34"E	130.53'
C3	523.18'	2465.00'	12° 09' 39"	S81° 05' 10"W	522.20'

NOTES:

COORDINATES, BEARINGS AND DISTANCES REFERENCED
TO THE TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE, NAD 83.
GRID SCALE: 0.999958339

I, RONALD J. ARCENEUX, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4572
IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY
REFLECTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND
TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE LIMITS, BOUNDARIES AND
CORNERS ARE TRULY SHOWN JUST AS FOUND AT THE TIME OF THIS SURVEY.

THIS PLAT IS BEING SUBMITTED ALONG WITH METES AND BOUNDS DESCRIPTION OF
EVEN DATE BASED ON THIS SURVEY.

GIVEN UNDER MY HAND SEAL THIS THE 30 DAY OF DEC, 2013.

Ronald J. Arceneux
RONALD J. ARCENEUX, RPLS NO. 4572



ARCENEUX & GATES
Consulting Engineers, Inc.
Engineers Surveyors Planners

3601 Turtle Creek Drive, Suite 102
Port Arthur, Texas 77642
(409) 724-7886

A Burrow Global Company

TEXAS REGISTERED ENGINEERING FIRM F-30
TEXAS LICENSED SURVEYING FIRM 100142-00

PARCEL PLAT

PARCEL 8

NORTHWEST PARKWAY

BEAUMONT, JEFFERSON COUNTY TX

PAGE

4

OF

4

DATE: DECEMBER 2013

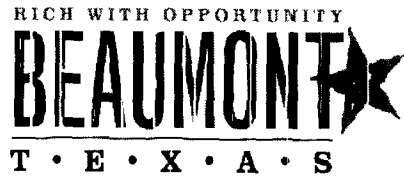
SCALE: SHOWN

DRAWN: BJB

PROJ. No.: CAI-040

DESIGN:

CHECKED: RJA



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Bart Bartkowiak, Chief Technology Officer

MEETING DATE: July 15, 2014

REQUESTED ACTION: Council consider a resolution approving the renewal of an annual support agreement with Creative Switching Designs, Inc. for the ShoreTel phone systems used by city departments.

BACKGROUND

The ShoreTel phone system is in use in a large number of City facilities. The system provides telephone communications, voice mail and four digit dialing between facilities. The purchase is exempt from competitive bidding since it is available from only one (1) source having exclusive rights to maintain the ShoreTel infrastructure.

Creative Switching Designs, Inc. is based in Katy, Texas and the annual agreement is in the amount of \$72,893.70.

FUNDING SOURCE

General Fund – Information Technology Department.

RECOMMENDATION

Approval of resolution.

June 19, 2014

Terry LaFleur
City of Beaumont
801 Main St. Suite 330
Beaumont, Texas 77704-3827

Dear Mr. LaFleur:

The current ShoreCare Agreement on the ShoreTel Phone System expires on 08/28/2014.

If you are interested in extending this agreement, all you need to do is fill out the bottom with the Type of Service you want and sign. If you use a Purchase Order please attach this form to the Purchase Order. A 20% re-instatement fee will apply if payment is not received prior to expiration of existing agreement.

Type of Service	Bronze	Silver	Gold
Description of coverage:	Advanced Replacement/Exchange of all Hardware. Phone support/on-site trouble shooting and software upgrades. (Labor on software upgrade install not covered) Phones are not covered.	Everything listed on Bronze plus Remote MAC's (Moves, adds and changes) apply only to the system configuration at time of service contract. (Does not include re-installation of current system.) Phones are not covered.	Everything listed for Bronze and Silver plus labor on software upgrades. Phones are not covered.
Price for a year: 08/29/14 to 08/28/15	\$44,178.00	\$64,058.00	\$72,893.70

Type of Service: _____

PO Referenced: _____

Signature: _____

If you should choose not to participate in an annual agreement, service could be rendered on an as needed basis. Labor costs are \$160.00 per hour. Parts prices are per manufacturers published price. Each service call would also be charged travel time but no mileage charge.

Phone coverage quotes upon request.

Creative Switching Designs, Inc.

5140 Franz Rd. Suite 700
Katy, TX 77493-1762
USA

INVOICE

Invoice Number: 13804
Invoice Date: Jun 20, 2014
Page: 1

Voice: 281-579-1600
Fax: 281-579-6570

Bill To:

City of Beaumont
Accounts Payable
P.O. Box 3827
Beaumont, TX 77704

Ship To:

City Of Beaumont
Communications
620 Marina Dr.
Beaumont, TX 77703

Customer ID	Customer PO	Payment Terms	
BEAC01	Terry LaFleur	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Reed, H.	UPS		6/20/14

Quantity	Item	Description	Unit Price	Amount
1.00		ShoreCare Agreement (Gold) on the ShoreTel Phone System. From 8/29/14 to 8/28/15.	72,893.70	72,893.70
		CSD Job # 52986		
Subtotal				72,893.70
Sales Tax				
Total Invoice Amount				72,893.70
Payment/Credit Applied				
TOTAL				72,893.70

Check/Credit Memo No:

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

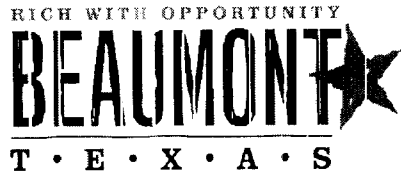
CITY OF BEAUMONT:

THAT the City Council hereby approves the renewal of an annual support agreement for the ShoreTel phone systems from Creative Switching Designs, Inc., of Katy, Texas, the sole source having exclusive rights to maintain the ShoreTel infrastructure, in the amount of \$72,893.70 for use by all City departments; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute an annual support agreement with Creative Switching Designs, Inc., of Katy, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of July, 2014.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer *LC*

MEETING DATE: July 15, 2014

REQUESTED ACTION: Council consider a resolution approving the purchase of Self-Contained Breathing Apparatus (SCBA) from Municipal Emergency Services, Inc., of Houston in the amount of \$53,896.40, for use by the Fire Department.

BACKGROUND

The Fire Department must periodically replace old and/or defective SCBA units and related materials. The units provide breathing air to firefighters while engaged in firefighting activities. The Department has determined that eight (8) SCBA units and eighty-two (82) face masks require replacement this year. The Scott equipment has proven superior in performance to other manufacturers' equipment, and has been used within the Department for several years.

Four (4) vendors, capable of providing the required equipment were solicited; three (3) responded with valid bids. There are no local vendors who provide this equipment. Low bid was from Municipal Emergency Services, Inc. Old equipment will be disposed of in accordance with the City's surplus policy.

FUNDING SOURCE

Capital Reserve Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, bids were received for the purchase of eight (8) Self-Contained Breathing Apparatus (SCBA) and eight-two (82) Face Masks for use by the Fire Department; and,

WHEREAS, Municipal Emergency Services, Inc., of Houston, Texas, submitted a bid in the amount of \$53,896.40 as shown in Exhibit "A," attached hereto; and,

WHEREAS, City Council is of the opinion that the bid submitted by Municipal Emergency Services, Inc., of Houston, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by Municipal Emergency Services, Inc., of Houston, Texas, for the purchase of eight (8) Self-Contained Breathing Apparatus (SCBA) and eight-two (82) Face Masks for use by the Fire Department in the amount of \$53,896.40, be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with Municipal Emergency Services, Inc., of Houston, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of July, 2014.

- Mayor Becky Ames -

Purchase of Self Contained Breathing Apparatus (SCBA) Units

Bid Name: BF0614-38
Bid Number: Thursday, July 03, 2014
Bid Opening: Robert (Bob) Hollar, Buyer II
 Contact Person: rhollar@ci.beaumont.tx.us
 Phone: 409-880-3758

Vendor City / State Phone or Fax No.		QTY.	Municipal Emergency Services, Inc Houston		Ferrara Fire Houston		Hoyt Breathing Air Quinlan	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
ITEM	DESC							
1	Scott 4.5 AirPak 75	8	\$4,439.00	\$35,512.00	\$4,799.00	\$38,392.00	\$4,418.90	\$35,351.20
2	Acott AV-3000 HT Face Mask	82	\$224.20	\$18,384.40	\$245.00	\$20,090.00	\$229.38	\$18,809.16
				\$53,896.40		\$58,482.00		\$54,160.36
				30-45		42-56		28-42
TOTAL BID								
Days to Delivery								

No Response: Dooley Tacaberry

City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani P.E., City Engineer

MEETING DATE: July 15, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute an Advance Funding Agreement Amendment #3 with the Texas Department of Transportation for the Hike & Bike Trail Phase II – Dowlen Road to Major Drive.

BACKGROUND

The City of Beaumont executed an agreement with the Texas Department of Transportation (TxDOT) for a Transportation Enhancement project to build a bike-pedestrian facility between Delaware and Folsom in September 2011. In November 2012, Amendment #1 was executed to relocate the route from between Delaware and Folsom to Dowlen Road and Major Drive. In May 2014, Amendment #2 was executed to reduce the overall length of the project from 2.1 miles to 1.6 miles. The proposed amendment #3 will address the removal of approximately 1,200 linear feet of trail because the City could not secure an easement from BP (British Petroleum). As a result, the overall project length will be 1.436 miles.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, on July 26, 2011, the City Council of the City of Beaumont, Texas, passed Resolution No. 11-206 authorizing the City Manager to execute a Local Transportation Project Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) for the Delaware Folsom Multi-Use Connector Project; and,

WHEREAS, in early 2012, it was deemed that the original route would not work for all parties involved; and,

WHEREAS, on October 30, 2012, the City Council of the City of Beaumont, Texas, passed Resolution No. 12-252 authorizing Amendment No. 1 to the Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to allow TxDOT to continue their review process of the project and to prepare to bid the project in 2013; and,

WHEREAS, on May 20, 2014, the City Council of the City of Beaumont, Texas, passed Resolution No. 14-115 authorizing Amendment No. 2 to the Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to address changes to the existing alignment reducing the overall length from 2.1 miles to 1.6 miles; and,

WHEREAS, Amendment No. 3 is required to address the removal of approximately 1,200 linear feet of Hike and Bike Trail resulting in a final overall project length of 1.436 miles. Amendment No. 3 to the Advance Funding Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Manager be and he is hereby authorized to execute Amendment No. 3 to the Advance Funding Agreement for the purpose of allowing the Texas Department of Transportation (TxDOT) to address the removal of approximately 1,200 linear feet of Hike and Bike Trail resulting in a final overall project length of 1.436 miles.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of July, 2014.

- Mayor Becky Ames -

CSJ # 0920-38-239
District # 20 - Beaumont
Code Chart 64 # 03200
Project: Delaware Folsom Multi-Use
Connector
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #3**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the City of Beaumont, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on the 15th of September 2011 to effectuate their agreement to extend a multi-use trail creating a scenic pedestrian and bicycle connection between Folsom and Delaware in northwest Beaumont; and,

WHEREAS, the State and the Local Government executed Amendment No. 1 on the 5th of December 2012 to amend the project location map, consisting of extending a multi-use trail creating a scenic pedestrian and bicycle connection between Folsom Drive (near Major Drive) and Dowlen Road in northwest Beaumont; and

WHEREAS, the State and the Local Government executed Amendment No. 2 on the 23th of May 2014 to amend the project location map and various Articles of the agreement; and

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Attachment B-2, Project Location Map, is deleted in its entirety and replaced with Attachment B-3 Project Location Map, which is attached to this Amendment No. 3. The scope and limits of the project as defined in Article 4 of Amendment #1 to the agreement have not changed, only a modification to the western limit of the path as shown in Attachment B-3.

CSJ # 0920-38-239
District # 20 - Beaumont
Code Chart 64 # 03200
Project: Delaware Folsom Multi-Use
Connector
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Article 21.B.1 of Amendment No. 2 to the agreement is deleted in its entirety and replaced with the following:

21. Federal Funding Accountability and Transparency Act Requirements

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0920-38-239
District # 20 - Beaumont
Code Chart 64 # 03200
Project: Delaware Folsom Multi-Use
Connector
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

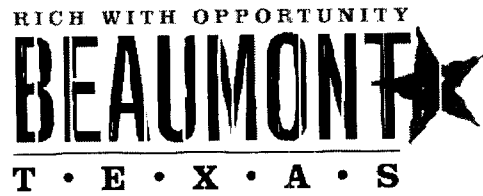
Kenneth Stewart
Interim Director of Contract Services
Texas Department of Transportation

Date

CSJ # 0920-38-239
District # 20 - Beaumont
Code Chart 64 # 03200
Project: Delaware Folsom Multi-Use
Connector
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Attachment B-3
Project Location Map





City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

MEETING DATE: July 15, 2014

REQUESTED ACTION: Council consider a resolution approving the waiver of penalty and interest in the amount of \$103.73, according to Section 33.011(a)(2) of the Property Tax Code, for Douglas Memorial CME Church.

BACKGROUND

A letter from the Interim Tax Assessor-Collector for Jefferson County is attached. Jefferson County approved the waiver of penalty and interest on June 23, 2014.

RECOMMENDATION

Approval of the resolution.

TERRY WUENSCHEL
TAX ASSESSOR-COLLECTOR



SUSIE JAMES
CHIEF DEPUTY

June 26, 2014

Kyle Hayes
City of Beaumont
P O Box 3827
Beaumont, TX 77704

Account #012100-000/003200-00000 Lot 3 Block 7 Chaison (1343 Louisiana)

Dear Mr. Hayes:

The Commissioners' Court met on June 23, 2014 and approved waiver of penalty and interest on this account which is listed below. I am now requesting that you present this information to your governing body to consider and possibly approve the waiver of penalty and interest in the amount of \$103.73, according to Section 33.011 (a)(2) of the Property Tax Code, for Douglas Memorial CME Church.

The above mentioned section of the Property Tax Code reads as follows:

Sec. 33.011. Waiver of Penalties and Interest.

(a) The governing body of a taxing unit:

(2) may waive penalties and provide for waiver of interest on a delinquent tax if:

(A) the property for which the tax is owed is acquired by a religious organization; and

(B) before the first anniversary of the date the religious organization acquires the property, the organization pays the tax and qualifies the property for an exemption under Section 11.20 as evidenced by the approval of the exemption by the chief appraiser under Section 11.45

The above mentioned religious organization has met the requirements as stated in Section 33.011. The church has paid the full amount of delinquent levy as indicated on the Certified Tax Roll for this account.

If you have any questions, please give me a call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Terry Wunschel", is written over the typed name.

Terry Wunschel
Interim Tax Assessor-Collector
Jefferson County, Texas

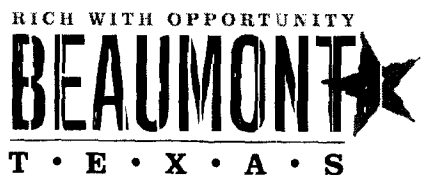
cc: Laura Clark

RESOLUTION NO.

THAT the penalty and interest on Account #012100-000/003200-00000 in the amount of \$103.73 for property located at 1343 Louisiana Avenue, acquired by Douglas Memorial CME Church, be and it is hereby waived pursuant to Section 33.011(a)(2) of the Texas Property Code.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of July, 2014.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James P. Singletary, Chief of Police

MEETING DATE: July 15, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to enter into a contract with TransUnion Risk and Alternative Data Solutions, Inc.

BACKGROUND

The Beaumont Police Department has utilized a public record database to provide comprehensive information that is essential for investigations. This database yields broad results including name, address, vehicle registrations, and related individuals. In the past this service operated under the name TxLO and had been provided free over the last four years to an unlimited number of users within the Police Department. Due to a change of ownership this database has changed names to TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"). TRADS has ended their free service and now requires an annual subscriber agreement. This agreement will be for a term of one year at a rate \$110.00 per month.

FUNDING SOURCE

Funds are available in the FY2014 Police Contract Services Budget.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, the Beaumont Police Department has utilized a free public record database to provide comprehensive information that is essential for investigations; and,

WHEREAS, due to a change of ownership, the database has changed names to TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) and now requires an annual subscriber agreement, along with a monthly subscriber fee of \$110 per month; and,

WHEREAS, the City Council is of the opinion that a one (1) year Law Enforcement Agency Subscriber Agreement with TransUnion Risk and Alternative Data Solutions, Inc. (TRADS), of Boca Raton, Florida, attached hereto as Exhibit "1," for access to a public record database to provide comprehensive information that is essential for Beaumont Police Department investigations and Amendment No. 1 to the Law Enforcement Agency Subscriber Agreement with TransUnion Risk and Alternative Data Solutions, Inc. (TRADS), of Boca Raton, Florida, attached hereto as Exhibit "2," for subscriber fees in the amount of \$110 per month, be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Manager be and he is hereby authorized to execute a one (1) year Law Enforcement Agency Subscriber Agreement with TransUnion Risk and Alternative Data Solutions, Inc. (TRADS), of Boca Raton, Florida, attached hereto as Exhibit "1" and Amendment No. 1 to the Law Enforcement Agency Subscriber Agreement with TransUnion Risk and Alternative Data Solutions, Inc. (TRADS), of Boca Raton, Florida, attached hereto

as Exhibit "2," for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of July,
2014.

- Mayor Becky Ames -

LAW ENFORCEMENT AGENCY **SUBSCRIBER AGREEMENT**

This Agreement is entered into as of the date indicated below, by and between Beaumont Police Department ("Agency") and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") effective on the date of the approval of the Application by TRADS.

1. TRADS agrees to provide Agency access to and use of TRADS Services. TRADS grants Agency a personal, non-exclusive, non-transferable, revocable license to obtain and use the TRADS Services pursuant to the terms of this Agreement. Either party may terminate this Agreement at any time. Agency understands that TRADS Services contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725), all of which the Agency certifies to comply.
2. If Agency desires to receive TRADS Services subject to GLBA, Agency hereby certifies that the specific purpose(s) for which such TRADS Services will be requested, obtained and used by Agency is one or more of the following uses as described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, and as being encompassed by Section (6802)(e) of the GLBA and the United States Federal Trade Commission rules promulgated thereunder:
 - To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
 - To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or
 - To comply with federal, state, or local laws, rules, and other applicable legal requirements.
3. If Agency desires to receive TRADS Services subject to DPPA, Agency hereby certifies that it will request, obtain, and use such TRADS Services only for one of the following permitted uses under the DPPA:
 - Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
 - Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
4. TRADS is not a "consumer reporting agency," and TRADS Services do not constitute a "consumer report," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Agency represents and warrants that the TRADS Services obtained hereunder will not be used in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment, nor for any other purpose under the FCRA. The TRADS Services are provided "as-is", with no warranties of any kind, including without limitation, those as to quality, accuracy, completeness, timeliness, or currentness, and those warranties that might be implied from a course of performance or dealing or trade usage and warranties of merchantability and fitness for a particular purpose. Information obtained from TRADS Services should not be relied upon as accurate. Before relying on any such information, Agency must verify it independently through other investigative means in accordance with Agency's guidelines and protocols.
5. Agency agrees to designate an account administrator to ensure compliance with this Agreement by all users granted access by the Agency. Specifically, the account administrator is responsible for (i) allowing only appropriate employees to obtain TRADS Services in compliance with this Agreement; (ii) monitoring appropriate use of TRADS Services by the Agency and its employees; (iii) maintaining accurate records of all current employees with access to TRADS Services, and all former employees who have ever accessed them; (iv) issuing guidelines for the appropriate use of TRADS Services by its users; (v) ensuring that each of its users is accessing TRADS Services with only his or her own individually-assigned username and password; and (vi) terminating access when a user is no longer employed by Agency, is transferred to new duties not requiring access, or is suspected of improper access or use of TRADS Services. Agency will employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for TRADS Services. Agency will immediately notify TRADS at SecurityIncident@TransUnion.com of any breach of security in which an unauthorized person has gained access to TRADS Services. TRADS may audit Agency's use of TRADS Services. Agency agrees to cooperate and to provide TRADS all documentation reasonably requested relating to Agency's account.
6. Agency will not use or allow use of TRADS Services for any commercial or non-law enforcement purposes.
7. Agency agrees to hold TRADS and its representatives, including parents, subsidiaries and affiliates, harmless from any and all liabilities relating to Agency's use of TRADS Services or any breach of this Agreement by Agency. TRADS's entire liability to Agency is limited to direct damages not exceeding the fee paid by Agency for the TRADS Services obtained. TRADS shall not be liable for any other damages, costs or expenses whatsoever.
8. Agency agrees to pay TRADS all applicable charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement. If Agency is using TRADS Services during a free trial period, there is no obligation to pay for those services accessed during such period.
9. This Agreement, the Attachments and the Terms and Conditions located at <http://www.TLO.com/termsandconditions/LE>, all incorporated by reference, constitute the entire agreement between Agency and TRADS. This Agreement and the license granted hereunder may not be assigned, transferred, or sublicensed, in whole or in part, without TRADS's prior written approval.

I certify that I have read and agree to this Agreement, the Attachments, and the Terms and Conditions, that I am authorized to execute this Agreement on behalf of Agency, and that all information I have provided is true and correct. All of the foregoing is accepted and agreed to by:

Beaumont Police Department

Agency Name ("Agency")

X _____
Authorized Agency Designee Signature Date

Type or Print Name of Authorized Agency Designee

ATTACHMENT "A"

Law Enforcement Agency

Agency Name: <input type="text" value="Beaumont Police Department"/>	
Agency Address: <input type="text" value="255 College, Beaumont , TX 77704"/>	
Agency Phone #: <input type="text" value="4098803830"/>	Agency Web Site: <input type="text" value="http://www.beaumontpd.com/"/>
Agency ORI: <input type="text" value="TX1230100"/>	Number of Sworn Positions in the Agency: <input type="text" value="100-499"/>

Agency Head

Name: <input type="text" value="James Singletary"/>	
Phone #: <input type="text" value="4098803801"/>	E-mail Address: <input type="text" value="jsingletary@ci.beaumont.tx.us"/>

Authorized Agency Designee

(Supervisory rank with authority to bind the Agency)

Name: <input type="text" value="Jim Clay"/>	
Division: <input type="text" value="Criminal Investigations"/>	
Rank: <input type="text" value="Captain"/>	ID/Badge Number: <input type="text" value="3041"/>
Direct Phone #: <input type="text" value="4098803881"/>	E-mail Address: <input type="text" value="jclay@ci.beaumont.tx.us"/>
Cell Phone #: <input type="text"/>	

Account Administrator

(The person responsible for managing your account on behalf of the Agency)

Name: <input type="text" value="Charles Duchamp"/>	
Division: <input type="text" value="Criminal Investigations"/>	
Rank: <input type="text" value="Detective"/>	ID/Badge Number: <input type="text"/>
Address (if not Headquarters): <input type="text"/>	
Direct Phone #: <input type="text" value="4098803840"/>	Cell Phone #: <input type="text"/>
E-mail Address: <input type="text" value="cduchamp@ci.beaumont.tx.us"/>	

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment"), effective as of the date set forth in the signature block below, is to the Law Enforcement Agency Subscriber Agreement (the "Agreement"), incorporated by reference, between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the agency identified in the signature block below ("Agency").

In consideration of the parties' mutual promises, and other good and valuable consideration, TRADS and Agency desire to amend the Agreement and agree as follows:

1. Effective on August 1, 2014, during the term of the Agreement, Agency agrees to pay TRADS all applicable charges for products and/or services accessed as set forth in Attachment "A" to this Amendment.

Except as expressly amended above, all of the terms and conditions of the Agreement shall continue in full force and effect. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one in the same instrument, and any of the parties hereto may execute this Amendment by signing such counterpart in the original, or by facsimile or other electronic transmission.

All of the foregoing is accepted and agreed to by:

Beaumont Police Department
Agency

Signed by: _____
Authorized Agency Designee

Print Name: _____

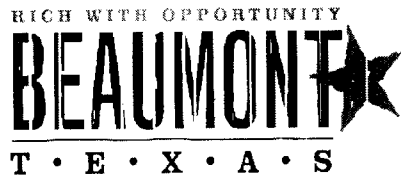
Date: _____

Account Number: #46501

ATTACHMENT "A"

<p>Subscriber: Beaumont Police Department</p> <p>Subscriber ID: #46501</p> <p>Effective Date: August 1, 2014</p> <p>Pricing Contract: Flat Rate – Transactions</p> <p>Term: This Agreement shall commence on the Effective Date and continue in effect for 12 months. Thereafter, the Agreement shall automatically renew for additional successive 12-month terms unless written notice of intent not to renew is provided by one party to the other at least 60 days prior to the expiration of the then current term.</p>	<p>Monthly Fee: \$110</p> <p>Monthly Transactions: 500 (unused Monthly Transactions do not rollover)</p>
	<p>Agreement includes the following searches:</p> <p>All searches and reports EXCLUDING:</p> <ul style="list-style-type: none">- Super Reverse Lookup- Vehicle Sightings Report- Social Media Search <p>- Transactions included in the Monthly Fee pertain to searches and reports currently offered through TLOxp as of 06/27/2014. Additional searches and/or reports that fall outside of the Monthly Fee may be added to TLOxp in the future</p> <p>Each search listed above is a "transaction."</p> <ul style="list-style-type: none">- All included transactions in excess of monthly transactions will be charged at a rate of \$0.22 per transaction <p>Pricing for excluded searches:</p> <ul style="list-style-type: none">- Super Reverse Phone Lookup will be charged at \$0.25 per transaction- Vehicle Sightings Report will be charged \$8 for each category (current, recent or historical) - \$20 for all 3 categories at once- Social Media Search will be charged \$1.00 per transaction- All other searches/reports are subject to TLO Pricing, which may change from time to time

Subscriber Initials _____



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer *LC*

MEETING DATE: July 15, 2014

REQUESTED ACTION: Council consider a resolution approving the City Manager to amend a contract with Coburn Supply of Beaumont.

BACKGROUND

Resolution 14-135 awarded the valve meter boxes, tapping sleeves and brass pipe fittings in the Water Utilities' inventory contract to Coburn Supply in the estimated amount of \$391,500. The brass pipe fittings are estimated to be \$155,800 or 40% of the overall contract. The City requires that the brass pipe fittings be provided by a domestic manufacturer whereby strict standards are documented for no-lead fittings. After the award of the contract, a vendor submitted a protest on the award of the brass fittings. Upon review of the specifications in bid BF0414-25, it was determined that the definition of domestic manufacturing, compared to the specifications, was not clear in the bid document. The brass pipe fittings section of the bid is the only part affected by this definition and will need to be rebid with stronger specifications. As a result, the current contract with Coburn Supply will need to be amended to reflect removing the brass pipe fittings.

The current specifications allow for the contract to be terminated by either party with thirty (30) days written notice.

FUNDING SOURCE

Water Utilities Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, on June 17, 2014, the City Council of the City of Beaumont, Texas, passed Resolution No. 14-135 awarding a contract to four (4) vendors for a one (1) year contract for purchasing couplings, pipe fittings, valves, fire hydrants and other related materials for use by the Water Utilities Department; and,

WHEREAS, the City requires that brass pipe fittings are to be provided by a domestic manufacturer so that strict standards are documented for no lead fittings; and,

WHEREAS, after the award of the contract, a vendor submitted a protest of the award to Coburn Supply, of Beaumont, Texas, for Section 10 brass pipe fittings; and,

WHEREAS, upon review of the specifications of bid BF0414-25, it was determined that the definition of domestic manufacturing is not sufficiently clear requiring the contract to be re-bid in order to clarify the specifications; and,

WHEREAS, Section 10, which is the brass pipe fittings item, is the only section affected by this definition; and,

WHEREAS, current specifications allow for the contract to be terminated by either party with thirty (30) days written notice; and,

WHEREAS, the contract with Coburn Supply, of Beaumont, Texas, needs to be revised to remove the Section 10 brass pipe fittings portion from the contract; and,

WHEREAS, City Council is of the opinion that the contract with Coburn Supply, of Beaumont, Texas, for Section 10 brass pipe fittings should be amended to remove the Section 10 brass pipe fittings portion from the contract;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the contract with Coburn Supply, of Beaumont, Texas, be amended to remove the Section 10 brass pipe fittings portion from the contract.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of July, 2014.

- Mayor Becky Ames -



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JULY 15, 2014 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 1-3/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider amending Section 22.02.001, Water Service Rates and Section 22.02.002, Wastewater Service Rates of the Code of Ordinances to increase rates by five percent effective October 1, 2014
2. Consider a resolution approving a contract with ARC Abatement of Houston for the asbestos abatement and demolition of the Castle Motel located at 1125 N. 11th Street
3. Consider a resolution approving an annual contract for the purchase of Aluminum Sulfate from Brenntag Southwest, Inc., of Houston for use by the Water Utilities Department

WORK SESSION

- * Review and discuss the City's Small Business Revolving Loan Fund

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

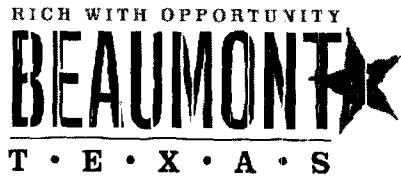
EXECUTIVE SESSION

- * Consider matters related to the purchase, exchange, lease or value of real property in accordance with Section 551.072 of the Government Code, to wit:

625 Orleans Street, Hotel Beaumont

July 15, 2014

Consider amending Section 22.02.001, Water Service Rates and Section 22.02.002, Wastewater Service Rates of the Code of Ordinances to increase rates by five percent effective October 1, 2014



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: July 15, 2014

REQUESTED ACTION: Council consider amending Section 22.02.001, Water Service Rates and Section 22.02.002, Wastewater Service Rates of the Code of Ordinances to increase rates by five percent (5%) effective October 1, 2014.

BACKGROUND

The Water Utilities Department has been and is continuing to undertake a major capital improvement effort to enhance the water and sewer system. As presented in a work session on June 17, 2014, \$15.5 million is required to complete projects that are currently under construction and design and \$3.5 million to fund new clarifiers at the sewer treatment plant. In addition, there are \$63.9 million of outstanding revenue bonds that can be refunded in order to achieve a lower interest rate and savings. The proposed rate increase of five percent (5%) is required to fund the new debt service after considering the estimated savings from the refunded issues as well as the debt related to the Automated Metering Infrastructure (AMI) and Leak Detection project and the recently financed equipment.

Based on current revenues, a 5% increase to water and sewer rates is projected to produce an additional \$2,153,300 on an annual basis. Below is a table recapping the additional debt service and revenue required to meet the obligation.

Projected New Debt Payments in FY 2015 and Additional Revenue Required

New Refunding and Revenue Bonds	\$ 622,300
AMI and Leak Detection Systems	1,962,000
Financed Equipment	521,700
Total Debt Payments	<u>\$ 3,106,000</u>
Proposed 5% Rate Increase	\$ 2,153,300
Monies Restricted in FY 2014 for AMI Payment	766,000
Total Revenue Available for New Debt Payments	<u>\$ 2,919,300</u>

Water and Sewer Rates
July 15, 2014
Page 2

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance.

**Water/Sewer Rate Increase
October 1, 2014
Minimum Monthly Rates**

Water

Meter Size/Inches	Inside City		Outside City	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate
5/8	\$ 12.06	\$ 12.66	\$ 18.12	\$ 19.03
1	13.36	14.03	20.03	21.03
1 1/2	14.66	15.39	21.96	23.06
2	18.29	19.20	27.44	28.81
3	37.15	39.01	55.75	58.54
4	45.04	47.29	67.56	70.94
6	81.20	85.26	121.79	127.87
8	111.67	117.25	167.48	175.85
10	153.67	161.35	230.52	242.05
12	191.57	201.15	287.37	301.74
Usage Rate First 1,000 Gallons	Minimum	Minimum	Minimum	Minimum
Over 1,000 Gallons \$ Per 1000 Gallons	\$ 4.08	\$ 4.28	\$ 6.13	\$ 6.44

Sewer

Meter Size/Inches	Inside City		Outside City	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate
5/8	\$ 7.71	\$ 8.10	\$ 11.54	\$ 12.12
1	7.84	8.23	11.74	12.33
1 1/2	7.97	8.37	11.94	12.54
2	8.66	9.09	12.96	13.61
3	9.79	10.28	14.68	15.41
4	14.34	15.06	21.54	22.62
6	23.52	24.70	35.22	36.98
8	28.73	30.17	43.12	45.28
10	39.19	41.15	58.77	61.71
12	49.63	52.11	74.41	78.13
Usage Rate First 1,000 Gallons	Minimum	Minimum	Minimum	Minimum
Over 1,000 Gallons \$ Per 1000 Gallons	\$ 3.66	\$ 3.84	\$ 5.55	\$ 5.83

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 22, ARTICLE 22.02, SECTIONS 22.02.001(a) AND 22.02.002(a) OF THE CODE OF ORDINANCES OF THE CITY OF BEAUMONT TO INCREASE WATER AND WASTEWATER RATES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

Section 1.

That Chapter 22, Article 22.02, Section 22.02.001(a) of the Code of Ordinances of the City of Beaumont be and the same is hereby amended to read as follows:

Sec. 22.02.001. Water service rates.

(a) Effective October 1, 2014, the following rates per month shall be the rates charged for water service furnished to customers within and outside of the corporate limits of the city except as provided in paragraph (b) of this section.

<u>Meter Size/Inches</u>	<u>Inside City Rate</u>	<u>Outside City Rate</u>
5/8	\$12.66	\$ 19.03
1	14.03	21.03
1 ½	15.39	23.06
2	19.20	28.81
3	39.01	58.54
4	47.29	70.94
6	85.26	127.87
8	117.25	175.85
10	161.35	242.05
12	201.15	301.74
Usage Rate First 1,000 Gallons	Minimum	Minimum
Over 1,000 Gallons \$ Per 1000 Gallons	\$4.28	\$6.44

Section 2.

That Chapter 22, Article 22.02, Section 22.02.002(a), of the Code of Ordinances of the City of Beaumont be and the same is hereby amended to read as follows:

Sec. 22.02.002. Wastewater service rates.

(a) Effective October 1, 2014, the following rates per month shall be the rates charged for wastewater services furnished to customers within and outside of the corporate limits of the city where the wastewater produced by such customers is a normal strength wastewater (150 mg/1lb) except as provided in paragraph (b) of this section.

<u>Meter Size/Inches</u>	<u>Inside City Rate</u>	<u>Outside City Rate</u>
5/8	\$ 8.10	\$ 12.12
1	8.23	12.33
1 ½	8.37	12.54
2	9.09	13.61
3	10.28	15.41
4	15.06	22.62
6	24.70	36.98
8	30.17	45.28
10	41.15	61.71
12	52.11	78.13
Usage Rate First 1,000 Gallons	Minimum	Minimum
Over 1,000 Gallons \$ Per 1000 Gallons	\$3.84	\$5.83

Section 3.

This ordinance shall be effective from and after October 1, 2014.

Section 4.

All ordinances or part of ordinances in conflict herewith are repealed to the extent of the conflict only.

Section 5.

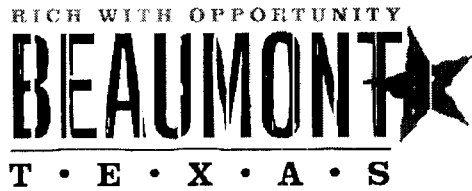
That any person who violates any provision of this ordinance shall, upon conviction, be punished as provided in Section 1.01.009 of the Code of Ordinances of the City of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of July, 2014.

- Mayor Becky Ames -

July 15, 2014


Consider a resolution approving a contract with ARC Abatement of Houston for the asbestos abatement and demolition of the Castle Motel located at 1125 N. 11th Street



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: July 15, 2014

REQUESTED ACTION: Council consider a resolution approving a contract with ARC Abatement of Houston in the amount of \$242,298 for the asbestos abatement and demolition of the Castle Motel located at 1125 N. 11th Street.

BACKGROUND

After receiving complaints, the City conducted an inspection of the Castle Motel. It was found that it suffered from extensive deferred maintenance and damage. The number and severity of code violations resulted in the structures being tagged as unsafe for both tenants and the public. Since the buildings were vacated, the motel has only deteriorated further and continues to be open and accessible, despite attempts by the owner to secure it. It has been determined that for health and safety reasons, it is necessary to demolish these structures.

A request for bids was sent to thirteen (13) vendors. Nine (9) responses were received. ARC Abatement was the lowest qualified bidder. PFP Abatement did not meet specifications. A bid tabulation is attached for review.

FUNDING SOURCE

General Fund.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

WHEREAS, upon the City's inspection of the Castle Motel, located at 1125 N. 11th Street, it was found that the structures suffered from extensive deferred maintenance and damage; and,

WHEREAS, the number and severity of code violations resulted in the structures being tagged as unsafe for both tenants and the public; and,

WHEREAS, it has been determined that for health and safety reasons, it is necessary to demolish these structures; and,

WHEREAS, bids were received for a contract for asbestos abatement and demolition of the Castle Motel located at 1125 N. 11th Street; and,

WHEREAS, ARC Abatement, of Houston, Texas, submitted a bid in the amount of \$242,298 as shown in Exhibit "A," attached hereto; and,

WHEREAS, City Council is of the opinion that the bid submitted by ARC Abatement, of Houston, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by ARC Abatement, of Houston, Texas, for a contract for asbestos abatement and demolition of the Castle Motel, located at 1125 N. 11th Street, in the amount of \$242,298, be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with ARC Abatement, of Houston, Texas, for the purposes

described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of July,
2014.

- Mayor Becky Ames -



**CITY OF BEAUMONT, BEAUMONT TEXAS
PURCHASING DIVISION BID TABULATION**

**Asbestos Abatement And Demolition of the Castle Motel Located
at 1125 N. 11th Street, Beaumont Texas**

Bid Name:

Bid Number:

Bid Opening:

TF0314-10

Thursday, June 19, 2014 @ 2:00 P.M.

Contact Person:

Terry Welch, Buyer III

twelch@ci.beaumont.tx.us

Phone: 409-880-3107

VENDOR CITY, STATE FAX NUMBER CONTACT	* PFP Abatement Houston, Tx 77084 281-599-1928 Joe Ortiz	ARC Abatement Houston, Tx 77041 713-849-7744 Juan P. Pena	Lloyd D. Nabors Demolition, LLC Hutchins, Tx 75141 972-225-1256 Lloyd Nabors
ADDRESS	PRICE	PRICE	PRICE
Asbestos Abatement	\$71,870.00	\$110,463.00	\$115,500.00
Demolition	\$102,600.00	\$131,835.00	\$127,000.00
Total Number of Days To Complete Asbestos Abatement	10 Days	20 Days	20 Days
Total Number of Working Days to Complete Demolition	20 Days	30 Days	30 Days
Total Cost of Project:	\$174,470.00	\$242,298.00	\$242,500.00

VENDOR CITY, STATE FAX NUMBER CONTACT	Inland Environments, LTD Houston, Tx 77365 281-354-7540 Jed Landry	RNDI Companies, Inc Rockwall, Tx 77015 713-513-5285 Diana Cross	NCM Demolition and Remediation, LP Houston, Tx 77032 281-449-6040 Donald B. McGlamery Jr.
ADDRESS	PRICE	PRICE	PRICE
Asbestos Abatement	\$97,727.00	\$127,300.00	\$118,800.00
Demolition	\$159,880.00	\$164,869.00	\$220,000.00
Total Number of Days To Complete Asbestos Abatement	42 Days	45 Days	25 Days
Total Number of Working Days to Complete Demolition	60 Days	30 Days	20 Days
Total Cost of Project:	\$257,607.00	\$292,169.00	\$338,800.00

Bid Tabulation

Asbestos Abatement and Demolition of the Castle Motel

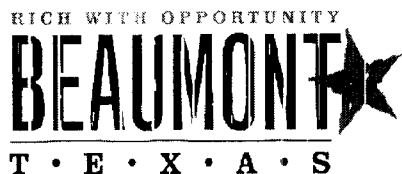
TF0314-10

VENDOR CITY, STATE FAX NUMBER CONTACT	AAR Incorporated Houston, Tx 77041 713-466-4234 Randall Richardson	* C.A.R.E.S. Mesquite, Tx 75150 214-324-7572 Sylvester White	Coastal Demolition, Inc Beaumont, Tx 77701 409-833-4276 R. Wade Henry
ADDRESS	PRICE	PRICE	PRICE
Asbestos Abatement	\$167,600.00	\$99,500.00	\$315,600.00
Demolition	\$161,900.00	\$145,500.00	\$223,500.00
Total Number of Days To Complete Asbestos Abatement	28 Days	30 Days	32 Days
Total Number of Working Days to Complete Demolition	15 Days	30 Days	50 Days
Total Cost of Project:	\$329,500.00	\$245,500.00	\$539,100.00

* Denotes bidder did not meet specifications

July 15, 2014


Consider a resolution approving an annual contract for the purchase of Aluminum Sulfate from Brenntag Southwest, Inc., of Houston for use by the Water Utilities Department



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: July 15, 2014

REQUESTED ACTION: Council consider a resolution approving an annual contract for the purchase of Aluminum Sulfate from Brenntag Southwest, Inc., of Houston in the estimated amount of \$406,110 for use by the Water Utilities Department.

BACKGROUND

Bids were requested for an annual contract to provide Aluminum Sulfate, which is used to clarify and purify the City's water supply.

Due to changing water conditions the Water Utilities Department requested pricing for aluminum sulfate and aluminum sulfate modified with the addition of copper sulfate at two percent (2%) concentration. The addition of copper sulfate reduces the build up of algae within the plant clarifiers and improves the general taste of the water. The structure of the bid allows the water plant to order the specific concentration of materials as needed.

Five (5) vendors were solicited; five (5) responded. Brenntag Southwest, Inc., of Houston was the low bid. They have been a provider of this material and have satisfactorily serviced this contract in prior years. Chemtrade, Inc., and Affinity Chemical, Inc., both submitted nonresponsive bids. There are no local vendors providing this material. The estimated total price above represents the anticipated requirement for 2,000 dry tons of material, based upon the average bid price of both regular and enhanced material, as shown in the table below. The bid price is an increase of approximately 10% over the current contract price.

Bid Tabulation

<u>Company</u>	<u>Estimated Quantity</u>	<u>Price per Ton</u>		<u>Average Price</u>	<u>Estimated Annual Cost</u>
		<u>Aluminum Sulfate</u>	<u>Aluminum Sulfate 2%CUSO4</u>		
Chemtrade, Parsippany, NJ	2000	\$ 312.00	\$ 192.00	\$ 252.00	\$ 504,000.00
Brenntag SW Houston	2000	\$ 182.59	\$ 223.52	\$ 203.06	\$ 406,110.00
Chameleon Ind Mesquite	2000	\$ 330.00	\$ 410.00	\$ 370.00	\$ 740,000.00
Affinity Chem Flanders, NJ	2000	\$ 299.00	\$ -	\$ 149.50	No Bid
GEO Spec Chem Little Rock, AR	2000	\$ 191.79	\$ 243.52	\$ 217.66	\$ 435,310.00

FUNDING SOURCE

Water Utilities Fund.

RECOMMENDATION

Approval of resolution

RESOLUTION NO.

WHEREAS, bids were solicited for an annual contract for the purchase of Aluminum Sulfate for use by the Water Utilities Department; and,

WHEREAS, Brenntag Southwest, Inc., of Houston, Texas, submitted a bid for an estimated amount of \$406,110 as shown below:

Item	Description	Price/Ton
1	Aluminum Sulfate	\$ 182.59
2	Aluminum Sulfate-2%CuSO ₄	\$ 223.52
Average Price Per Ton		\$ 203.06
Estimated Annual cost: 2,000xAvg Price per DT		\$ 406,110.00

;and,

WHEREAS, City Council is of the opinion that the bid submitted by Brenntag Southwest, Inc., of Houston, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by Brenntag Southwest, Inc., of Houston, Texas, for an annual contract for the purchase of Aluminum Sulfate for use by the Water Utilities Department in the unit amounts as shown above for an estimated amount of \$406,110 be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with Brenntag Southwest, Inc., of Houston, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of July,
2014.

- Mayor Becky Ames -

WORK SESSION

- * Review and discuss the City's Small Business Revolving Loan Fund